

## **CONSULTANT SERVICES AGREEMENT**

THIS AGREEMENT is made at Fairfield, California, as of January 24, 2017, by and between the City of Fairfield, a municipal corporation (the "CITY") and AIM Consulting ("CONSULTANT"), who agree as follows:

1) **SERVICES.** Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the CITY the services described in Exhibit "A," which consists of the proposal submitted by CONSULTANT. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit "A."

2) **PAYMENT.** CITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "B." The payments specified in Exhibit "B" shall be the only payments to be made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to the CITY in the manner specified in Exhibit "B."

3) **FACILITIES AND EQUIPMENT.** CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4) **GENERAL PROVISIONS.** The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the provisions set forth in Exhibit "C" shall control.

5) **INSURANCE REQUIREMENTS.** The insurance requirements set forth in Exhibit "D" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the requirements set forth in Exhibit "D" shall control.

6) **EXHIBITS.** All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

7) **TERM.** This agreement shall be in effect through Dec. 31, 2017; or until the scope of work is completed.

EXECUTED as of the day first above-stated.

City of Fairfield, a municipal corporation

By: David A. White  
David A. White  
City Manager

AIM Consulting  
By: Ernestine

## EXHIBIT "A"



### City of Fairfield – Jepson Parkway Phase 2A Outreach Scope of Services

#### **Outreach Management and Coordination**

AIM will attend a project kick-off meeting and regular construction coordination meetings with the project team as necessary. AIM may attend the regular construction coordination meetings by phone. Other project management tasks may include providing strategic advice and counsel, attending other project-related meetings, monitoring team communications, and reviewing project materials and reports.

#### **Stakeholder Database Maintenance**

AIM will maintain a project stakeholder database, initially provided by the City, on a weekly basis to ensure all stakeholder contact information is up to date. The database will include all key stakeholders in addition to all community members who sign-up for email updates through the project webpage.

#### **Stakeholder Meetings / Updates (3)**

Based upon the potential impacts to business and property owners in the nearby vicinity, AIM will coordinate logistics, develop the meeting format and plan, and facilitate three stakeholder meetings with property and business owners in the project area. These meetings will take place at the beginning of the project to ensure early coordination with the businesses and property owners and leverage their communication lines with employees and other visitors who access their facilities on a regular basis.

The meetings will be held with the following property and business owners:

- Travis Air Force Base
- Travis Unified School District
- Businesses located in project area
  - Fairvac Auto & Truck Wrecking
  - Tri-City Boat & RV Storage
  - Sav-On Storage
  - Self Storage Unlimited
  - Cassil Frieght, Inc.
  - Sun Ray Landscape Supply Co.
  - Cemex
  - Recycling Zone
  - Howard's Doors & More
  - Sanderson Welding
  - Rock Source (in process of moving out of area)

At these meetings the Construction Manager and project team will provide an overview of the project, including the construction schedule and potential construction methods and impacts, discuss project benefits, and identify potential impacts to property owners. The goal of these meetings will be to answer questions, identify concerns, and explore potential solutions with key stakeholders.

These meetings may take place in the early morning at a location convenient for business and property owners and will be no longer than 1 hour. AIM will develop a summary for each meeting which will include all comments and questions discussed.



### **Collateral Materials**

AIM will develop collateral materials as needed throughout the project's duration. These materials may include but are not limited to informational brochures, fact sheets, and fliers. The materials can be issued to inform the community about the project, advertise all activities and meetings, and provide notification of upcoming construction events. AIM will develop all materials utilizing a template consistent with the project brand, which can be easily updated, printed and/or distributed through electronic means, and placed on the project webpage.

### **Project Webpage Content**

AIM will develop content for a project webpage, to be hosted on the City's website, and will prepare accurate and timely updates to inform users of important project information and events throughout the project. Users will be able to access project information, such as fact sheets, FAQ's, project maps, and schedules, as well as notifications of upcoming delays, detours and/or road closures.

Users of the site can provide their contact information to receive electronic project updates and e-mail traffic alerts. An email point of contact will be provided on the webpage for community members to direct questions to.

### **Media Relations**

AIM will coordinate with the City's PIO to develop and distribute news releases to local media outlets. In addition, AIM will follow up each news release with phone calls to local media outlets as identified by the City.

## **Optional Tasks**

### **Direct Mailer Notification (1)**

AIM will design, develop, and distribute one direct mail postcard to residents nearby the project area. The City will identify the residents who the postcard will be sent to, and provide address for them. The direct mail postcard will include project information and notice of construction, as well as information about an upcoming pre-construction public workshop. AIM will develop the sign utilizing a template consistent with the project brand, which can be easily updated, printed and/or distributed through electronic means, and placed on the project webpage.

### **Notice of Construction Sign (1)**

AIM will design and install one project sign where Phase 2A coincides with the existing Vanden Road between Peabody Road and south of Canon Road. The sign would notify users of the road, which Jepsen Parkway coincides with, of upcoming construction. The sign will feature the project webpage, where users of Vanden Road can learn more about the project and upcoming impacts to traffic. AIM will develop the sign utilizing a template consistent with the project brand.

**EXHIBIT "B"**

**PAYMENT**

- 1) The total contract price for services rendered by CONSULTANT under this Agreement shall be as specified in the individual task orders and shall not exceed \$40,094.22
- 2) Payment shall be made to CONSULTANT on a time and materials basis, and CONSULTANT shall submit monthly invoices to the City of Fairfield for the same.
- 3) Any additional meetings or work required beyond that set forth in Exhibit "A" shall be mutually agreed to in writing by the CITY and CONSULTANT, and shall be billed on a time and materials basis to the City of Fairfield.

8) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by the CITY at its discretion upon written notification to CONSULTANT. CONSULTANT is entitled to receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and incomplete products up to the date of receipt of written notice to cease work shall become the property of CITY.

9) PRODUCTS OF CONSULTING. All products of the CONSULTANT provided under this Agreement shall be the property of the CITY.

10) INDEMNIFY AND HOLD HARMLESS.

a) If AGREEMENT is an agreement for design professional services subject to California Civil Code § 2782.8(a) and CONSULTANT is a design professional, as defined in California Civil Code § 2782.8(c)(2), to the fullest extent allowed by law, CONSULTANT shall hold harmless, defend and indemnify the CITY, its officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY.

b) If AGREEMENT is not an agreement for design professional services subject to California Civil Code § 2782.8(a) or CONSULTANT is not a design professional as defined in subsection (a) above, to the fullest extent allowed by law, CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the CITY, its officers, agents, employees or volunteers.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

CONSULTANT'S responsibility for such defense and indemnity shall survive termination or completion of this agreement for the full period of time allowed by law.

## EXHIBIT "D"

### **INSURANCE REQUIREMENTS**

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

#### **1) MINIMUM SCOPE AND LIMITS OF INSURANCE**

- a) Commercial General Liability coverage (occurrence Form CG 00 01) with minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b) Automobile Liability coverage (Form CA 00 01 with Code 1 – any auto) with minimum limits of \$1,000,000 per accident for bodily injury and property damage.

- c) Workers' Compensation insurance as required by the State of California and Employers' Liability insurance, each in the amount of \$1,000,000 per accident for bodily injury or disease.

#### **2) INDUSTRY SPECIFIC COVERAGES**

If checked below, the following insurance is also required.

- Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per occurrence.
- Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
- Garage Keepers Insurance in the minimum amount of \$1,000,000 per occurrence
- Fidelity / Crime / Dishonesty Bond in the minimum amount of \$\_\_\_\_\_
- MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- Builder's Risk / Course of Construction Insurance in the minimum amount of \$\_\_\_\_\_.

current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.

d) VERIFICATION OF COVERAGE. CONSULTANT shall furnish the CITY with original endorsements effecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the CITY or on forms equivalent to CG 20 10 11 85 subject to CITY approval. All insurance certificates and endorsements are to be received and approved by the CITY before work commences. At the request of the CITY, CONSULTANT shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

e) SUB-CONTRACTORS. CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to the requirements of Exhibit D. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.